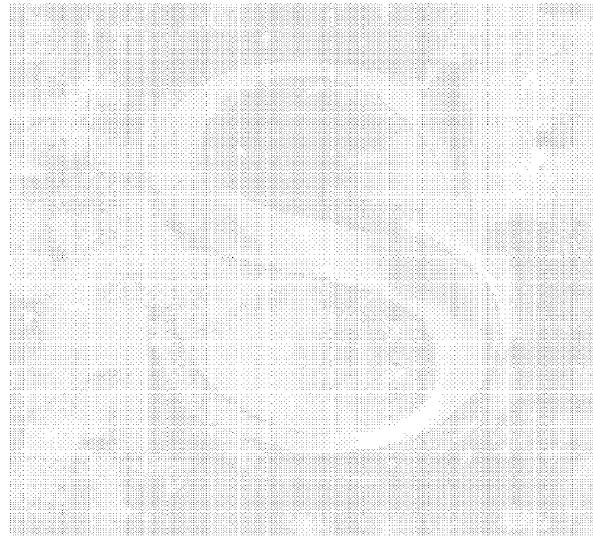


# **EXHIBIT 11**

SCI DOC ID

50100919



## SUMMARY PLAN DESCRIPTION

# *The Wackenhut Corporation Medical Choice Plus Sub 5 Plan*

Effective: November 1, 2009

Group Number: 184497



THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

RIGHT HAND PAGE  
**TABLE OF CONTENTS**

**Find it fast!**

■ How to Use This SPD.....	02
■ How the Plan Works.....	07
■ Plan Highlights.....	14
■ Prescription Drugs.....	20
■ Additional Coverage Details.....	32
■ Exclusions.....	61
■ Claims Procedures.....	72
■ Glossary.....	100

<b>SECTION 1 – WELCOME .....</b>	<b>1</b>
<b>SECTION 2 - INTRODUCTION.....</b>	<b>3</b>
Eligibility .....	3
Cost of Coverage.....	4
How to Enroll .....	4
When Coverage Begins .....	5
Changing Your Coverage.....	5
<b>SECTION 3 - HOW THE PLAN WORKS .....</b>	<b>7</b>
Network and Non-Network Benefits.....	7
Eligible Expenses.....	8
Annual Deductible.....	9
Coinsurance .....	9
Out-of-Pocket Maximum .....	9
Lifetime Maximum Benefit.....	10
<b>SECTION 4 - PERSONAL HEALTH SUPPORT.....</b>	<b>11</b>
Requirements for Notifying Personal Health Support.....	12
Special Note Regarding Medicare.....	13
<b>SECTION 5 - PLAN HIGHLIGHTS .....</b>	<b>14</b>
<b>SECTION 6 - PRESCRIPTION DRUGS.....</b>	<b>21</b>

[APG]

TABLE OF CONTENTS

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

Prescription Drug Coverage Highlights .....	21
Identification Card (ID Card) – Network Pharmacy.....	21
Benefit Levels .....	22
Retail .....	23
Mail Order.....	23
Assigning Prescription Drugs to the PDL .....	24
Notification Requirements .....	25
Prescription Drug Benefit Claims .....	25
Limitation on Selection of Pharmacies.....	25
Supply Limits .....	26
If a Brand-name Drug Becomes Available as a Generic.....	26
Prescription Drugs that are Chemically Equivalent.....	26
Special Programs.....	26
Rebates and Other Discounts .....	26
Coupons, Incentives and Other Communications .....	27
Exclusions - What the Prescription Drug Plan Will Not Cover.....	27
Glossary - Prescription Drugs.....	29
<b>SECTION 7 - ADDITIONAL COVERAGE DETAILS .....</b>	<b>32</b>
Ambulance Services - Emergency Only .....	32
Ambulance Services - Non-Emergency.....	32
Cancer Resource Services (CRS).....	32
Clinical Trials .....	33
Congenital Heart Disease (CHD).....	35
Dental Services - Accident Only.....	36
Diabetes Services .....	36
Durable Medical Equipment (DME) .....	37
Emergency Health Services.....	38
Home Health Care .....	39
Hospice Care .....	39
Hospital - Inpatient Stay .....	40
Infertility Services .....	40
Injections in a Physician's Office.....	40
Lab, X-Ray and Diagnostics - Outpatient .....	40

[APG]

TABLE OF CONTENTS

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

Lab, X-Ray and Major Diagnostics - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient.....	41
Mental Health Services.....	41
Neurobiological Disorders - Mental Health Services for Autism Spectrum Disorders ..	42
Obesity Surgery .....	43
Ostomy Supplies .....	44
Physician Fees for Surgical and Medical Services .....	44
Physician's Office Services - Sickness and Injury.....	44
Pregnancy - Maternity Services .....	44
Preventive Care – Network only .....	45
Private Duty Nursing - Outpatient.....	45
Prosthetic Devices .....	46
Reconstructive Procedures .....	46
Rehabilitation Services - Outpatient Therapy and Chiropractic Treatment.....	47
Scopic Procedures - Outpatient Diagnostic and Therapeutic.....	48
Skilled Nursing Facility/Inpatient Rehabilitation Facility Services .....	48
Substance Use Disorder Services.....	50
Surgery - Outpatient .....	51
Therapeutic Treatments - Outpatient .....	51
Transplantation Services .....	51
Travel and Lodging.....	52
Urgent Care Center Services .....	54
<b>SECTION 8 - RESOURCES TO HELP YOU STAY HEALTHY .....</b>	<b>55</b>
www.myuhc.com.....	55
Optum® NurseLine <sup>SM</sup> /Connect24.....	57
Live Nurse Chat .....	58
Live Events on myuhc.com.....	58
Healthy Pregnancy Program.....	58
Treatment Decision Support.....	59
UnitedHealth Premium <sup>SM</sup> Program.....	60
<b>SECTION 9 - EXCLUSIONS: WHAT THE MEDICAL PLAN WILL NOT COVER.....</b>	<b>61</b>
Alternative Treatments.....	61

[APG]

TABLE OF CONTENTS

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

Comfort and Convenience .....	61
Dental .....	62
Drugs .....	63
Experimental or Investigational or Unproven Services .....	63
Foot Care .....	63
Medical Supplies and Appliances.....	64
Mental Health/Substance Use Disorder .....	64
Nutrition and Health Education.....	65
Physical Appearance.....	66
Preexisting Conditions .....	66
Pregnancy and Infertility .....	67
Preventive Medical Care .....	67
Providers .....	67
Services Provided under Another Plan.....	68
Transplants.....	68
Travel.....	69
Vision and Hearing.....	69
All Other Exclusions .....	69
 <b>SECTION 10 - CLAIMS PROCEDURES.....</b>	 <b>72</b>
Network Benefits .....	72
Non-Network Benefits .....	72
Prescription Drug Benefit Claims .....	72
If Your Provider Does Not File Your Claim.....	72
Health Statements.....	73
Explanation of Benefits (EOB) .....	73
Claim Denials and Appeals.....	74
Limitation of Action.....	78
 <b>SECTION 11 - COORDINATION OF BENEFITS (COB).....</b>	 <b>79</b>
Determining Which Plan is Primary .....	79
When This Plan is Secondary.....	80
When a Covered Person Qualifies for Medicare.....	81
Right to Receive and Release Needed Information.....	81

[APG]

TABLE OF CONTENTS

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

Overpayment and Underpayment of Benefits.....	81
<b>SECTION 12 - SUBROGATION AND REIMBURSEMENT .....</b>	<b>83</b>
Right of Recovery .....	83
Right to Subrogation .....	83
Right to Reimbursement.....	84
Third Parties .....	84
Subrogation and Reimbursement Provisions .....	84
<b>SECTION 13 - WHEN COVERAGE ENDS .....</b>	<b>86</b>
Other Events Ending Your Coverage.....	87
Coverage for a Disabled Child.....	87
Extended Coverage for Full-time Students.....	87
Continuing Coverage Through COBRA.....	88
When COBRA Ends .....	92
Uniformed Services Employment and Reemployment Rights Act.....	93
Health Coverage Continuation During Medical or Family Leave .....	93
<b>SECTION 14- OTHER IMPORTANT INFORMATION .....</b>	<b>94</b>
Qualified Medical Child Support Orders (QMCOS) .....	94
Your Relationship with UnitedHealthcare and The Wackenhut Corporation .....	94
Relationship with Providers .....	95
Your Relationship with Providers .....	96
Interpretation of Benefits .....	96
Information and Records.....	96
Incentives to Providers .....	97
Incentives to You.....	98
Rebates and Other Payments.....	98
Workers' Compensation Not Affected.....	98
Future of the Plan .....	98
Plan Document .....	99
<b>SECTION 15 - GLOSSARY .....</b>	<b>100</b>
<b>SECTION 16 - IMPORTANT ADMINISTRATIVE INFORMATION: ERISA.....</b>	<b>113</b>

[APG]

TABLE OF CONTENTS

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

## SECTION 11 - COORDINATION OF BENEFITS (COB)

**What this section includes:**

- How your Benefits under this Plan coordinate with other medical plans;
- How coverage is affected if you become eligible for Medicare; and
- Procedures in the event the Plan overpays Benefits.

Coordination of Benefits (COB) applies to you if you are covered by more than one health benefits plan, including any one of the following:

- another employer sponsored health benefits plan;
- a medical component of a group long-term care plan, such as skilled nursing care;
- no-fault or traditional "fault" type medical payment benefits or personal injury protection benefits under an auto insurance policy;
- medical payment benefits under any premises liability or other types of liability coverage; or
- Medicare or other governmental health benefit.

If coverage is provided under two or more plans, COB determines which plan is primary and which plan is secondary. The plan considered primary pays its benefits first, without regard to the possibility that another plan may cover some expenses. Any remaining expenses may be paid under the other plan, which is considered secondary. The secondary plan may determine its benefits based on the benefits paid by the primary plan.

**Don't forget to update your Dependents' Medical Coverage Information**

Avoid delays on your Dependent claims by updating your Dependent's medical coverage information. Just log on to **myuhc.com** or call the toll-free number on your ID card to update your COB information. You will need the name of your Dependent's other medical coverage, along with the policy number.

### Determining Which Plan is Primary

If you are covered by two or more plans, the benefit payment follows the rules below in this order:

- this Plan will always be secondary to medical payment coverage or personal injury protection coverage under any auto liability or no-fault insurance policy;
- when you have coverage under two or more medical plans and only one has COB provisions, the plan without COB provisions will pay benefits first;
- a plan that covers a person as an Employee pays benefits before a plan that covers the person as a Dependent;
- if you are receiving COBRA continuation coverage under another employer plan, this Plan will pay Benefits first;

[APG]

SECTION 11 - COORDINATION OF BENEFITS (COB)

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

- your Dependent children will receive primary coverage from the parent whose birth date occurs first in a calendar year. If both parents have the same birth date, the plan that pays benefits first is the one that has been in effect the longest. This birthday rule applies only if:
  - the parents are married or living together whether or not they have ever been married and not legally separated; or
  - a court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage;
- if two or more plans cover a Dependent child of divorced or separated parents and if there is no court decree stating that one parent is responsible for health care, the child will be covered under the plan of:
  - the parent with custody of the child; then
  - the Spouse of the parent with custody of the child; then
  - the parent not having custody of the child; then
  - the Spouse of the parent not having custody of the child;
- plans for active Employees pay before plans covering laid-off or retired Employees;
- the plan that has covered the individual claimant the longest will pay first; The expenses must be covered in part under at least one of the plans; and
- finally, if none of the above rules determines which plan is primary or secondary, the allowable expenses shall be shared equally between the plans meeting the definition of Plan. In addition, this Plan will not pay more than it would have paid had it been the primary Plan.

### **When This Plan is Secondary**

If this Plan is secondary, it determines the amount it will pay for a Covered Health Service by following the steps below.

- the Plan determines the amount it would have paid had it been the only plan involved.
- the Plan pays the entire difference between the allowable expense and the amount paid by the primary plan – as long as this amount is not more than the Plan would have paid had it been the only plan involved.

### ***Determining the Allowable Expense When This Plan is Secondary***

When this Plan is secondary, the allowable expense is the primary plan's Network rate. If the primary plan bases its reimbursement on reasonable and customary charges, the allowable expense is the primary plan's reasonable and customary charge. If both the primary plan and this Plan do not have a contracted rate, the allowable expense will be the greater of the two plans' reasonable and customary charges.

#### **What is an allowable expense?**

For purposes of COB, an allowable expense is a health care expense that is covered at least in part by one of the health benefit plans covering you.

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

## **When a Covered Person Qualifies for Medicare**

### ***Determining Which Plan is Primary***

To the extent permitted by law, this Plan will pay Benefits second to Medicare when you become eligible for Medicare, even if you don't elect it. There are, however, Medicare-eligible individuals for whom the Plan pays Benefits first and Medicare pays benefits second:

- Employees with active current employment status age 65 or older and their Spouses age 65 or older; and
- individuals with end-stage renal disease, for a limited period of time.

### ***Determining the Allowable Expense When This Plan is Secondary***

If this Plan is secondary to Medicare, the Medicare approved amount is the allowable expense, as long as the Provider accepts Medicare. If the Provider does not accept Medicare, the Medicare limiting charge (the most a Provider can charge you if they don't accept Medicare) will be the allowable expense. Medicare payments, combined with Plan Benefits, will not exceed 100% of the total allowable expense.

## **Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. The Plan Administrator may get the facts needed from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other plans covering the person claiming benefits.

The Plan Administrator does not need to tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give UnitedHealthcare any facts needed to apply those rules and determine benefits payable. If you do not provide UnitedHealthcare the information needed to apply these rules and determine the Benefits payable, your claim for Benefits will be denied.

## **Overpayment and Underpayment of Benefits**

If you are covered under more than one medical plan, there is a possibility that the other plan will pay a benefit that UnitedHealthcare should have paid. If this occurs, the Plan may pay the other plan the amount owed.

If the Plan pays you more than it owes under this COB provision, you should pay the excess back promptly. Otherwise, the Company may recover the amount in the form of salary, wages, or benefits payable under any Company-sponsored benefit plans, including this Plan. The Company also reserves the right to recover any overpayment by legal action or offset payments on future Eligible Expenses.

**If the Plan overpays a health care Provider, UnitedHealthcare reserves the right to recover the excess amount, by legal action if necessary.**

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

***Refund of Overpayments***

If The Wackenhut Corporation pays for Benefits for expenses incurred on account of a Covered Person, that Covered Person, or any other person or organization that was paid, must make a refund to The Wackenhut Corporation if:

- all or some of the expenses were not paid by the Covered Person or did not legally have to be paid by the Covered Person;
- all or some of the payment The Wackenhut Corporation made exceeded the Benefits under the Plan; or
- all or some of the payment was made in error.

The refund equals the amount The Wackenhut Corporation paid in excess of the amount that should have been paid under the Plan. If the refund is due from another person or organization, the Covered Person agrees to help The Wackenhut Corporation get the refund when requested.

If the Covered Person, or any other person or organization that was paid, does not promptly refund the full amount, The Wackenhut Corporation may reduce the amount of any future Benefits for the Covered Person that are payable under the Plan. The reductions will equal the amount of the required refund. The Wackenhut Corporation may have other rights in addition to the right to reduce future Benefits.

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SECTION 11 - COORDINATION OF BENEFITS (COB)

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

## SECTION 12 - SUBROGATION AND REIMBURSEMENT

### What this section includes:

- How your Benefits are impacted if you suffer a Sickness or Injury caused by a third party.

The Plan has a right to subrogation and reimbursement, as defined below.

### Right of Recovery

The Plan has the right to recover benefits it has paid on you or your Dependent's behalf that were:

- made in error;
- due to a mistake in fact; or
- advanced during the time period of meeting the calendar year Deductible.

Benefits paid because you or your Dependent misrepresented facts are also subject to recovery.

If the Plan provides a Benefit for you or your Dependent that exceeds the amount that should have been paid, the Plan will:

- require that the overpayment be returned when requested, or
- reduce a future benefit payment for you or your Dependent by the amount of the overpayment.

If the Plan provides an advancement of benefits to you or your Dependent during the time period of the Deductible and/or meeting the Out-of-Pocket Maximum for the calendar year, the Plan will send you or your Dependent a monthly statement identifying the amount you owe with payment instructions. The Plan has the right to recover Benefits it has advanced by:

- submitting a reminder letter to you or a covered Dependent that details any outstanding balance owed to the Plan; and
- conducting courtesy calls to you or a covered Dependent to discuss any outstanding balance owed to the Plan.

### Right to Subrogation

The right to subrogation means the Plan is substituted to and shall succeed to any and all legal claims that you may be entitled to pursue against any third party for Benefits that the Plan has paid. Subrogation applies when the Plan has paid on your behalf Benefits for a Sickness or Injury for which a third party is considered responsible, e.g. an insurance carrier if you are involved in an auto accident.

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

## SECTION 14- OTHER IMPORTANT INFORMATION

### What this section includes:

- Court-ordered Benefits for Dependent children;
- Your relationship with UnitedHealthcare and The Wackenut Corporation;
- Relationships with Providers;
- Interpretation of Benefits;
- Information and records;
- Incentives to Providers and you;
- The future of the Plan; and
- How to access the official Plan documents.

### Qualified Medical Child Support Orders (QMCSOs)

A qualified medical child support order (QMCSO) is a judgment, decree or order issued by a court or appropriate state agency that requires a child to be covered for medical benefits. Generally, a QMCSO is issued as part of a paternity, divorce, or other child support settlement.

If the Plan receives a medical child support order for your child that instructs the Plan to cover the child, the Plan Administrator will review it to determine if it meets the requirements for a QMCSO. If it determines that it does, your child will be enrolled in the Plan as your Dependent, and the Plan will be required to pay Benefits as directed by the order.

You may obtain, without charge, a copy of the procedures governing QMCSOs from the Plan Administrator.

**Note:** A National Medical Support Notice will be recognized as a QMCSO if it meets the requirements of a QMCSO.

### Your Relationship with UnitedHealthcare and The Wackenut Corporation

In order to make choices about your health care coverage and treatment, The Wackenut Corporation believes that it is important for you to understand how UnitedHealthcare interacts with the Plan Sponsor's benefit Plan and how it may affect you. UnitedHealthcare helps administer the Plan Sponsor's benefit Plan in which you are enrolled.

UnitedHealthcare does not provide medical services or make treatment decisions. This means:

- The Wackenut Corporation and UnitedHealthcare do not decide what care you need or will receive. You and your Physician make those decisions;

[APG]

SECTION 14 - OTHER IMPORTANT INFORMATION

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

- UnitedHealthcare communicates to you decisions about whether the Plan will cover or pay for the health care that you may receive (the Plan pays for Covered Health Services, which are more fully described in this SPD); and
- the Plan may not pay for all treatments you or your Physician may believe are necessary. If the Plan does not pay, you will be responsible for the cost.

The Wackenhut Corporation and UnitedHealthcare may use individually identifiable information about you to identify for you (and you alone) procedures, products or services that you may find valuable. The Wackenhut Corporation and UnitedHealthcare will use individually identifiable information about you as permitted or required by law, including in our operations and in our research. The Wackenhut Corporation and UnitedHealthcare will use de-identified data for commercial purposes including research.

**Relationship with Providers**

The relationships between The Wackenhut Corporation, UnitedHealthcare and Network Providers are solely contractual relationships between independent contractors. Network Providers are not The Wackenhut Corporation's agents or Employees, nor are they agents or Employees of UnitedHealthcare. The Wackenhut Corporation and any of its Employees are not agents or Employees of Network Providers, nor are UnitedHealthcare and any of its Employees agents or Employees of Network Providers.

The Wackenhut Corporation and UnitedHealthcare do not provide health care services or supplies, nor do they practice medicine. Instead, The Wackenhut Corporation and UnitedHealthcare arranges for health care Providers to participate in a Network and pay Benefits. Network Providers are independent practitioners who run their own offices and facilities. UnitedHealthcare's credentialing process confirms public information about the Providers' licenses and other credentials, but does not assure the quality of the services provided. They are not The Wackenhut Corporation's Employees nor are they Employees of UnitedHealthcare. The Wackenhut Corporation and UnitedHealthcare do not have any other relationship with Network Providers such as principal-agent or joint venture. The Wackenhut Corporation and UnitedHealthcare are not liable for any act or omission of any Provider.

UnitedHealthcare is not considered to be an employer of the Plan Administrator for any purpose with respect to the administration or provision of benefits under this Plan.

The Wackenhut Corporation and the Plan Administrator are solely responsible for:

- enrollment and classification changes (including classification changes resulting in your enrollment or the termination of your coverage);
- the timely payment of Benefits; and
- notifying you of the termination or modifications to the Plan.

[APG]

SECTION 14 - OTHER IMPORTANT INFORMATION

THE WACKENHUT CORPORATION MEDICAL CHOICE PLUS PLAN

## Your Relationship with Providers

The relationship between you and any Provider is that of Provider and patient. Your Provider is solely responsible for the quality of the services provided to you. You:

- are responsible for choosing your own Provider;
- are responsible for paying, directly to your Provider, any amount identified as a member responsibility, including applicable Copayments, Coinsurance, any Annual Deductible and any amount that exceeds Eligible Expenses;
- are responsible for paying, directly to your Provider, the cost of any non-Covered Health Service;
- must decide if any Provider treating you is right for you (this includes Network Providers you choose and Providers to whom you have been referred); and
- must decide with your Provider what care you should receive.

## Interpretation of Benefits

The Wackenhut Corporation and UnitedHealthcare have the sole and exclusive discretion to:

- interpret Benefits under the Plan;
- interpret the other terms, conditions, limitations and exclusions of the Plan, including this SPD and any Riders and/or Amendments; and
- make factual determinations related to the Plan and its Benefits.

The Wackenhut Corporation and UnitedHealthcare may delegate this discretionary authority to other persons or entities that provide services in regard to the administration of the Plan.

In certain circumstances, for purposes of overall cost savings or efficiency, The Wackenhut Corporation may, in its discretion, offer Benefits for services that would otherwise not be Covered Health Services. The fact that The Wackenhut Corporation does so in any particular case shall not in any way be deemed to require The Wackenhut Corporation to do so in other similar cases.

## Information and Records

The Wackenhut Corporation and UnitedHealthcare may use your individually identifiable health information to administer the Plan and pay claims, to identify procedures, products, or services that you may find valuable, and as otherwise permitted or required by law. The Wackenhut Corporation and UnitedHealthcare may request additional information from you to decide your claim for Benefits. The Wackenhut Corporation and UnitedHealthcare will keep this information confidential. The Wackenhut Corporation and the Claims Administrator may also use your de-identified data for commercial purposes, including research, as permitted by law.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you to furnish The Wackenhut Corporation and UnitedHealthcare

[APG]

SECTION 14 - OTHER IMPORTANT INFORMATION